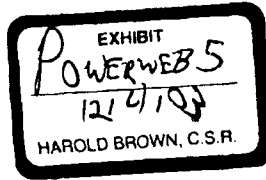


APPENDIX

EXHIBIT "A"



EXCLUSIVE AGREEMENT FOR BELL ATLANTIC

This letter agreement is between NewEnergy East, L.L.C. (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 551 5th Avenue, Suite 400 New York, New York 10176 ("NEE") and Powerweb Technologies, Inc., a New Jersey corporation, (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 655 Niblick Lane, Suite 100, Wallingford, PA 19086 ("PWT"), collectively the "Parties".

NEE is a national energy supplier in the business of providing energy and energy services to Bell Atlantic Corporation.

PWT is in the business of providing interactive information systems (Omni-Link®) to energy suppliers. These interactive information systems enable an energy supplier to offer additional value added services to their customers.

PWT has developed an Omni-Link Interactive Information System for the telecommunication industry. This system is specifically designed for capacity sales under the Active Load Management Program ("ALM") of the Pennsylvania Jersey Maryland Interconnect ("PJM"), and to enable a customer to execute energy saving programs.

The Parties hereby enter into to this exclusive agreement to develop projects for Bell Atlantic [and all current, future, direct or indirect subsidiaries and affiliates] by utilizing the Omni-Link technology to exploit opportunities and create revenues through the sale of electrical capacity and other energy savings programs by the operation of the Bell Atlantic standby generators. Generators will be dispatched within the terms of the Operating Agreement of the PJM as regulations permit to improve reliability and collect the optimum revenues for Bell Atlantic.

The Parties agree to share equally profits resulting from contracts with Bell Atlantic developed under this agreement using Omni-Link. The specific form of profit distribution will be determined and agreed upon with both parties before the final development of contracts with Bell Atlantic. In these contracts

Powerweb will be responsible for:

- (i) creation of a detailed project implementation plan, schedule and cost analysis
- (ii) turnkey Design Engineer Procure Construct (EPC) of an Omni-Link system
- (iii) post installation software and hardware maintenance of the Omni-Link system

NewEnergy, acting as the Bell Atlantic representative, will be responsible for:

- (i) supervision of the design and installation of the Omni-Link system
- (ii) development of generator dispatch operation procedures
- (iii) structure and execution of contracts for the sale of capacity and energy created by operation of generators
- (iv) PJM liaison
- (v) assisting Bell Atlantic staff in operating the generator dispatch system collecting and distributing revenues for Bell Atlantic

POWERWEB TECHNOLOGIES

655 Niblick Lane, Suite 100
Wallingford, PA 19086

888-2POWERWEB

FAX 610-874-7212

www.2powerweb.com

PAGE 1

NEE

BH

PWT

J3

NE000166



The Parties agree to an open door policy that allows them to determine actual revenues, costs and profits of all Omni-Link energy related products sold to Bell Atlantic in order to determine actual market value for revenue and an equitable profit distribution between the Parties.

NEE will extend to PWT a right of first refusal to design and build similar systems for opportunities in which NEE elects to offer a similar program to other telecommunication companies to operate standby generators for the sale of energy and capacity. The terms of each opportunity will be agreed in writing prior to joint development of the opportunity. NEE agrees to maintain all confidentiality obligations detailed in the executed non-disclosure agreement.

NEE acknowledges that PWT brought the concept of reserve capacity sales (the Active Load Management Program) on the PJM to NEE and agrees not to independently pursue this opportunity in the telecommunication industry, specifically Bell Atlantic.

NEE agrees to fund project development costs of up to One Hundred Thousand Dollars (\$100,000.00) for Powerweb to create a detailed project implementation plan, schedule and investment analysis of an Omni-Link application for Bell Atlantic. NEE will deposit the funds with Powerweb within ten (10) business days after execution of this agreement. Allocation and use of the funds will be subject to the sole approval of NEE in advance. If Bell Atlantic does not proceed with the project unused funds will be allocated to joint development of other opportunities. These development funds will be repaid from the first project payments made by Bell Atlantic to either PWT or to NEE. The specific form of repayment will be determined and agreed upon with both parties before the final contract negotiations with Bell Atlantic.

The term of this Agreement shall be for one year. Any notice(s) to be given under this Agreement shall be made by registered or certified mail to the addresses herein, or as notified in writing by either Party. Any amendments or alterations hereto shall be valid only when made in writing and executed by authorized representatives of both parties. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

The Parties agree that this letter agreement shall interpreted under the laws of the Commonwealth of Pennsylvania and that they shall seek to enforce its provisions only in the courts of the Commonwealth of Pennsylvania.

This letter agreement, in addition to the non-disclosure agreement previously executed and attached hereto, represent the entire agreement between the Parties.

POWERWEB TECHNOLOGIES, INC.

By: 

NAME

PRESIDENT

TITLE

NEWENERGY EAST, L.L.C.

By: 

NAME

Vice President - NewEnergy East

TITLE

Acknowledged and agreed to on this 7th day of January 2000:

NE000167

EXHIBIT "B"

CONFIDENTIAL

Subj: Profit distribution agreement + other bits
Date: 2/3/00 1:03:32 AM Eastern Standard Time
From: dmcgeown@newenergy.com (David McGeown)
To: bhayduk@newenergy.com
CC: Pweb1@aol.com, jcumyn@newenergy.com, dlord@newenergy.com

File: Profitdi.mim (89312 bytes)
DL Time (21600 bps): < 1 minute

[This e-mail contains a MIME (Multipurpose Internet Mail Extensions) file. The file was specially formatted to be sent over the Internet. For more information on opening the attached file, go to Keyword: MIME.]

Attached my edits to Lou's proposal on profit sharing

Please take a look and comment. I think it is just about ready. If you want to comment it MUST be now.

Lou, any changes? Your version got most everything. I have tidied and referenced back to master agreement using the same language wherever possible. One bit you missed was the change to ALM language. I trust you will find this acceptable. If you don't like the price we have to offer you can beat it.

Last bit to iron out will be the agreement with Bell. Hopefully it won't change things dramatically.

files attached

NEE...doc has edits in it

Clean.....DOC is the print version - it is much easier to read- but you cannot see what I changed

LOOK AT THE COMMENTS I INSERTED

Brian,

Please have Patti verify where the \$100,000 check is. We have not met our commitment to get the money to Pweb.

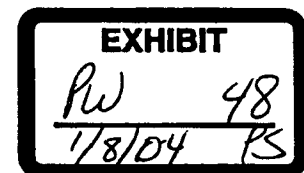
Please indicate when you will expect to be able to sign this addendum.

Lou,

I am confirming formal authorization for \$5,000 to deliver opinions on the regulations governing the operation of on site generators in NY, NY, and PA. Please forward a short scope of work for the \$5,000. It is my understanding that last week's piece was only the initial download of regulations. Not the interpretation that we need regarding how we plan to operate. Am I correct?

This is the only authorization for expenditures for the \$100,000 issued to date.

Are you yet able to propose a schedule of values for what we need to do next? I expect that there are some costs for the generator on-site audits.



PW00263

CONFIDENTIAL

We need to account for those quickly. I am also expecting a schedule and
costs to perform the detailed system design for BA - hardware installs,
dispatch system design, PJM verification, and software implementation.
When do you think it is appropriate to get this done? This will all help
to keep Brian apprised of where we plan to spend the money.

Did I understand correctly that you will forward a schematic of the
proposed system for BA in NJ for inclusion in Jeremy's presentation?

Next step is a response to the proposed agreement regarding the addition
of Pweb originated deals for NY. I will have that to you by tomorrow
evening.

Does this bring us up to date? Please identify if there are any other
issues outstanding.

Using Pweb for dispatch in CA is on the agenda tomorrow.

David McGeown
NewEnergy
908 704 8437
E fax 413 581 9034

Headers

Return-Path: <dmcgeown@newenergy.com>
Received: from rly-yb05.mx.aol.com (rly-yb05.mail.aol.com [172.18.146.5]) by air-yb05.mail.aol.com (v67_b1.21) with
ESMTP; Thu, 03 Feb 2000 01:03:32 -0500
Received: from mail.newenergy.com (mail.newenergy.com [207.16.110.9]) by rly-yb05.mx.aol.com (v67_b1.21) with ESMTP;
Thu, 03 Feb 2000 01:03:05 -0500
Message-id: <fc.0064ba28000aaf450064ba28000aaf45.aaf54@newenergy.com>
Date: Wed, 02 Feb 2000 21:59:44 -0800
Subject: Profit distribution agreement + other bits
To: bhayduk@newenergy.com
Cc: Pweb1@aol.com, jcumyn@newenergy.com, dlord@newenergy.com
From: dmcgeown@newenergy.com (David McGeown)
MIME-Version: 1.0
Content-type: multipart/mixed; boundary="=_-3032373587.228308592.4634"

PW00264

EXHIBIT "C"

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA
3 CASE NO. 02-CV-2733 (HB)
4

5 _____
6 CONSTELLATION NEWENERGY, INC.,

7 Plaintiffs,

(Videotaped)

8 Oral Deposition of:

9 vs.

10 DAVID McGEOWN

11 POWERWEB TECHNOLOGIES, INC.,

12 et al.,

13 Defendants.
14 _____

15 * * * * *

16 Thursday, February 26, 2004

17 * * * * *

18 Transcript in the above matter taken at the
19 offices of Wolf Block, 101 Eisenhower Parkway,
20 Roseland, New Jersey, commencing at 10:17 a.m.,
21 before Seva Flicstein, Certified Shorthand
22 Reporter, Registered Merit Reporter, Certified
23 Realtime Reporter, a Notary Public of the State of
24 New Jersey.

25 CERTIFIED SHORTHAND REPORTING SERVICES

 Arranged Through

 MASTROIANNI & FORMAROLI, INC.

 709 White Horse Pike

 Audubon, New Jersey 08106

 (856) 546-1100

Page 134

1 Q. Are those tasks that you understood
2 would need to be completed in order to identify the
3 buildings to be included, generators?

4 A. No, they are not.

5 Q. How did you understand -- how did you
6 believe it was going to be determined which
7 generators would be included in the pilot project
8 with Bell Atlantic?

9 A. We had been given a detailed
10 generator list for all regions of Bell Atlantic
11 with the exception of New Jersey. Mr. Goodman was
12 to assist in preparing a list of the -- what they
13 believed to be their inventory of generators in
14 New Jersey. Budike and his team believed that they
15 had access through the parent company to those
16 facilities.

17 And we were going to select the most
18 likely to contribute to the program. We were going
19 to review them with somebody within Bell Atlantic,
20 probably Mr. Goodman, that those locations would be
21 willing to participate.

22 At that point, we would have to go
23 out and verify what generators are actually there,
24 what were their conditions, and were there any
25 construction conditions, et cetera, that were

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1 A. It is abundantly clear that I was the
2 sole person in NewEnergy that would authorize any
3 of that work to be done, and it would all filter
4 through me.

5 Q. So your testimony is that no one else
6 at NewEnergy would have dealt with Mr. Budike or
7 anyone else with respect to getting that work
8 done?

9 A. If I may, you said would have.

10 Q. Yes.

11 A. I don't know that nobody else would
12 have. Nobody else should have and nobody else was
13 authorized to, and Powerweb was not authorized to
14 respond to those requests.

15 I think we've made it very clear that
16 Lou had to get written authorization from me.

17 Q. Where was that made clear?

18 A. I don't recall. But I remember it
19 being one of the issues that we discussed. In
20 fact, wasn't that in the last e-mail, 48? This is
21 the only authorization -- no, it doesn't say
22 exclusively through me.

23 Q. It doesn't say written, either, does
24 it?

25 A. No, it doesn't say written. Correct.

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1 relevant to putting a price together for an
2 Omni-Link system if that was to be installed as
3 part of the program.

4 Q. And do you know whether that was
5 actually done?

6 MR. WHITE: Which this?

7 Q. The process you just described.

8 MR. WHITE: I don't think he was
9 finished yet.

10 THE WITNESS: I would finish. Yes, I
11 do.

12 To my knowledge, the work was never
13 done, with the exception of Jim Curnyn, who did it
14 for us.

15 Q. (BY MR. GARCIA:) Well, I can
16 represent to you that various lists like you've
17 described have been produced in the case, and other
18 people have testified that those things happened.

19 If they did happen, would you have
20 been the one to be involved in those tasks? Or
21 would that have been someone else at NewEnergy?

22 MR. WHITE: Objection to your
23 characterization of prior testimony in this case.
24 I disagree.

25 You may answer.

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1 Q. I am showing you what has been marked
2 previously as Exhibit PW-23.

3 This appears to be a couple of
4 PowerPoint presentations and some sort of flier.

5 Do you recognize any of these
6 documents?

7 A. Yes, I do.

8 Q. Can you tell me what they are?

9 A. They appear to be -- they are some
10 marketing materials that we prepared in the
11 New York office for some energy seminars we gave to
12 New York property managers in the New York
13 Marriott, as I remember. Oh, yeah.

14 Q. Were the PowerPoint slides included
15 within this document actually presented to property
16 managers at the New York seminar you described?

17 A. I can't be 100 percent sure that 100
18 percent of this content was presented. But
19 assuming these are the PowerPoints we had on the
20 laptops at the time, and it's reasonable to assume
21 they are, yes.

22 Q. If you look at about halfway through
23 the page that's marked NE 6114 --

24 A. 6114?

25 Q. Yes.

Page 242

1 ever received that letter?

2 MR. GARCIA: Objection.

3 A. No, I don't believe I ever received
4 that letter.

5 Q. Why do you feel so strongly about
6 that?

7 A. I don't miss details like that.

8 Almost all of our communications were e-mail. Lou
9 didn't write letters.

10 Q. We've seen the e-mail, and I think it
11 might be the one right underneath here,
12 Powerweb-48, that was your e-mail authorizing the
13 \$5,000 work to be done. And I think your e-mail
14 said that this is the only authorization for
15 expenditures for the \$100,000 issued to date.

16 Do you remember that?

17 A. Yes, I do.

18 Q. To your knowledge, at this point in
19 time, what work did Powerweb do to implement the
20 Omni-Link project or program at Bell Atlantic?

21 MR. GARCIA: Are you saying as of the
22 date of this e-mail?

23 MR. WHITE: Yes.

24 A. And can I refreshen the date?
25 Approximately it was February.

Page 244

1 Q. After you sent this e-mail, Powerweb
2 Exhibit 48, the one where you authorized him to go
3 spend \$5,000 to do some work, are you aware of any
4 work that Mr. Budike or anyone at Powerweb
5 undertook after that point to implement the
6 Omni-Link program at Bell Atlantic?

7 A. No.

8 Q. Did Mr. Budike ever explain to you
9 what he had done with the \$100,000?

10 A. No.

11 Q. Did he ever try to make excuses on
12 why he wouldn't give the \$100,000 back?

13 MR. GARCIA: Objection to form of the
14 question.

15 Q. Did he ever explain to you why he did
16 not want to give the \$100,000 back?

17 A. He made some very specific comments.

18 Q. What were his comments?

19 A. It's kind of difficult to express the
20 verbiage that was used if I were to quote him.

21 Q. Were they visceral, to use your word
22 before?

23 A. Yes.

24 Q. Can you -- without using any
25 profanity, can you give us the gist of what

Page 243

1 Q. Correct.

2 A. Yeah. Lou had been very active in
3 providing business development sales support to
4 help us characterize the offer to Bell Atlantic
5 correctly, and be sure that we could deliver that
6 which we were promising to our customer.

7 I believe they had helped us in
8 getting the spreadsheet information from John
9 Goodman on what was believed to be the inventory.
10 But other than that, none.

11 Q. Was that inventory -- did that
12 include New Jersey generators?

13 A. That was New Jersey generators.

14 Q. Do you remember that information
15 being useful?

16 A. I remember it not being useful.

17 Q. Why was it not useful?

18 A. There was substantial inaccuracies in
19 the data.

20 Q. What did you do to deal with those
21 inaccuracies?

22 A. I believe that Jim Curnyn actually
23 visited some of the Bell Atlantic properties that
24 were on the list to verify the inventory that was
25 claimed.

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1 Mr. Budike said?

2 A. The rough translation would be to
3 invite myself to go and have sex with myself.

4 Q. Well, why was he having this
5 reaction?

6 A. Because we were calling him to task
7 on where we were going to go with this business
8 development. The other --

9 We had in good faith said we'll
10 explore the other opportunities. But I believe at
11 that time Brian had said to me, "Find out how we
12 can get our money back." And the moment I
13 mentioned it, Lou had a fit.

14 Q. Did he tell you that you made a
15 mistake, I've spent the \$100,000 already?

16 A. No, he didn't.

17 Q. Did he tell you that he had spent any
18 of it?

19 A. I believe he made some kind of
20 comment about having done some form of
21 mobilization, that he wanted to get his teams out
22 there.

23 That may have been about the time
24 that I sent the e-mail explicitly stating what is
25 authorized and what's not authorized. There was a

EXHIBIT "D"

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA
3 - - -
4 CONSTELLATION :CIVIL ACTION
 NEWENERGY, INC. :
5 v. :
 POWERWEB TECHNOLOGIES, :
6 INC, A-VALEY :
 ENGINEERS, INC., and :
7 LOTHAR E.S. BUDIKE, JR.:NO.02-CV-2733 (HB)
8 - - -

JANUARY 13, 2004

VOLUME II

CONFIDENTIAL

10 - - -
11 Continuing videotape deposition of
12 LOTHAR E.S. BUDIKE, JR, held in the
13 offices of Wolf, Block, Schorr &
14 Solis-Cohen, 1650 Arch Street,
15 Philadelphia, Pennsylvania 19103,
16 commencing at 10:00 a.m., on the above
17 date, before Amanda Dee Maslynsky-Miller,
18 a Certified Realtime Reporter and Notary
19 Public in and for the Commonwealth of
20 Pennsylvania.

21
22 - - -
 ESQUIRE DEPOSITION SERVICES
23 1880 John F. Kennedy Boulevard
 15th Floor
24 Philadelphia, Pennsylvania 19103
 (215) 988-9191

Page 557

1 expensive process and what we wanted --
2 what we -- what we needed to do.

3 Q. And as a result of that, did
4 they ever send you any indication back
5 they were authorizing more than the
6 \$5,000 to be spent?

7 A. They said -- when I told
8 them that there was more money, they used
9 the words, "get it done." And I took
10 that as authorization to get it done, do
11 whatever it took to get it done.

12 Q. Who said get it done?

13 A. Dave -- Dave McGeown said,
14 Get it done.

15 Q. Did he put that in writing?

16 A. I don't believe -- I don't
17 know if it was in an e-mail to me or he
18 said it to me over the phone. But I took
19 that -- I remember him saying, Get it
20 done, after he received the letter.

21 Q. So you don't recall whether
22 it was an e-mail or telephone conference
23 or anything like that?

24 A. No, I don't.

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1 Q. Do you recall any e-mail or
2 writing beyond the Brian Hayduk \$5,000
3 which authorized you to spend more than
4 the \$5,000 of the \$100,000?

5 A. No.

6 Q. I'm handing you a document
7 that has been previously marked as P-48
8 at another deposition.

9 And I just ask you to look
10 at the bottom string of the e-mail and
11 confirm for me this is the e-mail to
12 which you were just referring about
13 authorizing you to spend \$5,000.

14 A. Uh-huh.

15 Q. Is that correct?

16 A. Yes.

17 - - -

18 (Whereupon, Exhibit-40 was
19 marked for identification.)

20 - - -

21 BY MR. LANDAU:

22 Q. I've handed you a document
23 that we've marked as P-40.

24 Is this the response you

Page 559

1 were talking about in terms of -- to Dave
2 McGeown that you need to spend more
3 money?

4 MR. GARCIA: Do you mean
5 NewEnergy-40?

6 MR. LANDAU: Yes.

7 MR. GLASER: PW-48.

8 MR. LANDAU: Are you on the
9 same page? It's NewEnergy -- I
10 just marked it, that letter.

11 MR. GARCIA: Yeah.

12 MR. LANDAU: Okay.

13 THE WITNESS: Yes.

14 BY MR. LANDAU:

15 Q. And it's in response to this
16 letter you had an e-mail or a telephone
17 call from Mr. McGeown saying, Get it
18 done?

19 A. Yes. I knew that if we
20 kept -- that I was going to go through
21 this whole process, do all this work and
22 fight and try and convince them that all
23 these hours of work was worth \$5,000.
24 And I didn't want to go through that

Page 560

1 headache, especially after the deal --
2 you know, the deal, the way the situation
3 was right now.

4 Q. Did you, in fact, spend up
5 to \$100,000?

6 A. More than.

7 Go ahead.

8 Q. So the answer is, yes, you
9 spent more than \$100,000?

10 A. Yes.

11 Q. Is there any documentation
12 for what that was spent on?

13 A. Yes. I didn't spend it.

14 A-Valey spent the money.

15 Q. So you -- you subcontracted
16 all of the work --

17 A. All of the engineering work,
18 yes.

19 Q. So is the entire amount of
20 the \$100,000 was -- went to A-Valey?

21 A. The entire amount of the
22 \$100,000? No. A-Valey spent more than
23 \$100,000.

24 Q. But at least \$100,000 was

Page 561

1 spent -- in other words, Power --
2 NewEnergy gives you \$100,000, sends you
3 \$100,000?

4 A. Right.

5 Q. Those actual dollars, all of
6 those dollars, at least, were used up by
7 A-Valey?

8 A. They were used up, yes.

9 Q. Well, I'm trying to figure
10 out whether Powerweb kept some of that,
11 you spent some of that or does it all go
12 to A-Valey?

13 A. No. There's still monies
14 outstanding to A-Valey on our books
15 today.

16 Q. Power -- so Powerweb --

17 A. Has not paid the full bill
18 to A-Valey.

19 Q. Okay. Powerweb, though,
20 didn't keep any of the \$100,000 for its
21 own activity?

22 A. No. No. It was all
23 dedicated to this project.

24 Q. So if I wanted to get the

Page 563

1 Q. So the Power -- the \$100,000
2 is still sitting in a Powerweb banking
3 account somewhere?

4 A. It went into working
5 capital, but it wasn't used for anything
6 other than this project.

7 So the exact location of
8 every dollar, is, you know, not sitting
9 in an escrow account, if that's what
10 you're asking.

11 Q. That's what I'm asking.

12 A. Okay.

13 Q. It's not --

14 A. No, it's not sitting in an
15 escrow account.

16 Q. Let me see if I understand
17 this.

18 A-Valey was performing the
19 work?

20 A. Yes.

21 Q. A-Valey bills Powerweb?

22 A. Correct.

23 Q. Powerweb didn't pay those
24 bills?

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1 itemization of what was spent, I'd have
2 to go to A-Valey documents?

3 A. Yes.

4 Q. Did you keep any records of
5 the checks that Powerweb wrote to
6 A-Valey?

7 A. Uh-huh.

8 Q. Did you produce those to
9 your counsel?

10 A. There were none as it
11 pertains to this case, because I didn't
12 pay A-Valey anything.

13 Q. How did the \$100,000 get to
14 A-Valey?

15 A. It never got to A-Valey.

16 Q. Where is it?

17 A. It's in Powerweb.

18 Q. Start over.

19 A. I said there's a bill
20 outstanding to A-Valey for \$100,000 for
21 work performed, but the cash never
22 exchanged.

23 Q. So you never paid that bill?

24 A. No.

Page 564

1 A. Correct.

2 Q. The \$100,000 from AES comes
3 into Powerweb's account?

4 A. Correct.

5 Q. How is that money spent?
6 Was it spent?

7 A. No, not particularly, not
8 all of the money. I mean, it was spent
9 in my mind, basically, because the bill
10 from -- from A-Valey is over \$100,000.

11 Q. But --

12 A. So when -- what do you mean
13 by "spent"?

14 Q. Well, in other words,
15 there's \$100,000 in cash. If I went and
16 looked at the Powerweb bank account
17 today, is there \$100,000 in cash sitting
18 there?

19 A. Yes, there's more than
20 \$100,000 in cash.

21 Q. And on the books and
22 records --

23 MR. GARCIA: You're assuming
24 it's the same \$100,000, the same

Page 565

1 dollars?

2 MR. LANDAU: No, I didn't
3 ask that question. I just asked
4 if there's \$100,000.

5 BY MR. LANDAU:

6 Q. And the question is -- the
7 next question is, how does that -- if you
8 can recall or if you know, how does that
9 \$100,000 appear on the books and records
10 of your company?

11 A. As an outstanding bill to
12 A-Valey Engineers for engineering
13 services on this project.

14 Q. And the income or assets --

15 A. It's on my P&Ls, yes.

16 Q. As an asset on the P&Ls?

17 A. No. It's an asset on my
18 books and it's a deduction on my books as
19 well as an accounts payable to A-Valey.
20 Yes.

21 Q. Right. It's both.

22 Do you recall having any
23 discussion in this period, February 2000,
24 March 2000, with Dave McGeown about

Page 567

1 A. No.

2 Q. -- technology might be?

3 A. No.

4 Q. Do you know whether it was
5 competing metering technology?

6 A. I don't know.

7 Q. Did you have a discussion
8 with Dave McGeown about whether
9 modifications would have to be made to
10 Omni-Link to fit into the AES NewEnergy
11 system?

12 A. I don't remember that
13 conversation specifically.

14 Q. No conversation --

15 conversation about enhancements?

16 A. I remember him barking about
17 metering technology to me. I remember
18 having a -- a real heated conversation
19 about metering technology. But that's
20 all I remember.

21 MR. LANDAU: We'll mark this
22 as NewEnergy-41.

23 - - -

24 (Whereupon, Exhibit-41 was

Page 566

1 intellectual property -- which kind of
2 intellectual property would be Powerweb's
3 and which is AES NewEnergy's?

4 A. I remember a conversation in
5 where he said that there was some
6 metering technologies that he would like
7 to use through his friend Keith Mistry.
8 And he didn't know how it could fit in,
9 but he wanted to give Keith Mistry an
10 opportunity to sell some stuff to AES
11 NewEnergy. That conversation I remember.

12 I don't know whether it was
13 February of 2000, but -- as it relates to
14 another set of IP, yes.

15 Q. So do you think it was in
16 the your 2000 you had that conversation
17 with McGeown?

18 A. If not '99, than 2000, yes.

19 Q. And so at that time would it
20 be fair to say that you knew that Keith
21 Mistry had some metering technology?

22 A. Yes.

23 Q. Did you know any details of
24 what that metering --

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1 marked for identification.)

2 - - -

3 BY MR. LANDAU:

4 Q. Take a moment, please, to
5 read that.

6 A. Okay.

7 Q. Do you recall receiving this
8 e-mail in February 2000?

9 A. Yeah, I remember this
10 e-mail.

11 Q. Now, does this refresh your
12 recollection at all about enhancements to
13 the Omni-Link to --

14 A. It -- it refreshes my memory
15 of a couple of heated conversations that
16 I had with Dave, because he was always on
17 the go, he never had time, you know,
18 he -- he was moving around a lot. And he
19 would always try and talk about things
20 that -- at a high -- high level.

21 And I think this is what
22 his -- his challenge was, he had some
23 type of metering product that was had --
24 he had access to called Energy Tracking.

EXHIBIT "E"

1 UNITED STATES DISTRICT COURT

2 EASTERN DISTRICT OF PENNSYLVANIA

3 -----x

4 CONSTELLATION NEWENERGY, INC.,

5 Plaintiff,

Civil Action No.

6 -against- 02-CV-2733 (HB)

7 POWERWEB TECHNOLOGIES, INC., et al.,

8 Defendants.

9 -----x

10 December 4, 2003

11:30 a.m.

11
12
13
14
15 Deposition of JAMES P. CURNYN, taken by
16 Defendants, pursuant to notice, at the offices
17 of Wolf Block, 250 Park Avenue, New York, New
18 York, before HAROLD BROWN, a Certified Shorthand
19 Reporter and Notary Public within and for the
20 State of New York.
21
22
23
24
25

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1 JAMES P. CURNYN
 2 January 2000." Does that comport with your
 3 general recollection as to when Powerweb and
 4 NewEnergy came to terms for a Bell Atlantic
 5 project?
 6 A. Yes, I think it appears to be
 7 right.
 8 Q. Were you involved at all in
 9 negotiating how any profits were going to be
 10 distributed between NewEnergy and Powerweb?
 11 A. Not that I recall. I think it was
 12 already kind of agreed to with Dave McGeown and
 13 Lou Budike at the time.
 14 MS. GOODCHILD: Let's mark that as
 15 Powerweb 9.
 16 (Powerweb Exhibit 9 for
 17 identification, document entitled "Exclusive
 18 Bell Atlantic Agreement Addendum: Profit
 19 Distribution Agreement" dated January 8, 2000
 20 bearing Bates numbers NE 000170 through NE
 21 000171.)
 22 Q. Mr. Curnyn, I've handed you what
 23 has been marked as Powerweb 9 which is NewEnergy
 24 000170 to 171.
 25 A. Okay.

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1 JAMES P. CURNYN
 2 develop the Bell Atlantic deal.
 3 A. Not specifically, except at some
 4 point in time we began working on a proposal for
 5 Bell Atlantic and that proposal involved a lot
 6 of work on my part and also NewEnergy's part as
 7 a whole and Lou Budike, his role was to help put
 8 together the I guess technology plan for the
 9 sites that we were going to use for the
 10 curtailment program and basically, I spent a lot
 11 of time working out how we could structure the
 12 program from a financial standpoint dealing with
 13 a wholesale trading group trying to figure out
 14 the value of certain elements of the program and
 15 how we can capture the maximum amount of
 16 revenue.
 17 I spent a lot of time researching
 18 the issues regarding can they run the generators
 19 when called because there was a problem with
 20 Bell Atlantic and the power engineering group in
 21 allowing us to run the generators when called
 22 and there was basically a standing agreement
 23 with Bell Atlantic and the utilities that if
 24 they were called, that they would run the
 25 generators, but as soon as they entered into a

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1 JAMES P. CURNYN
 2 Q. Just let me know if you need a
 3 minute to review the document. Are you familiar
 4 with this document?
 5 A. Vaguely.
 6 Q. Can you tell me what you mean by
 7 "vaguely"?
 8 A. It appears to be something that
 9 I've looked at in the past, but I don't really
 10 remember what the premise of the agreement was.
 11 Q. Did you look at it prior to it
 12 being signed?
 13 A. I don't think so.
 14 Q. Were you involved in negotiating
 15 this agreement at all?
 16 A. I don't recall.
 17 Q. Do you recall who showed you this
 18 document?
 19 A. No, it just looks vaguely familiar,
 20 that's all.
 21 Q. Okay. After the Powerweb deal was
 22 signed January 7, do you know what happened next
 23 to develop the Bell Atlantic deal?
 24 After the Powerweb deal was signed
 25 on January 7, do you know what happened next to

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1 JAMES P. CURNYN
 2 contract to sell that for a profit, it was the
 3 opinion of Bell Atlantic that it would be a
 4 problem. So I spent a lot of time trying to
 5 figure out with Bell Atlantic if we can get past
 6 that regulatory problem and that internal
 7 problem with Bell Atlantic.
 8 Lou was supposed to actually put
 9 together a detailed project plan as part of this
 10 and one of the frustrations I had working with
 11 this is that I really got a runaround for a
 12 couple of months on trying to get that put
 13 together and at the 11th hour when I was trying
 14 to get this thing done because it needed to go
 15 to Jim Goodman and some other people, I got a
 16 phone call on my cell phone that says it's
 17 \$20,000 a site and I could just tell from the
 18 nature of the phone call and there was no
 19 substance to anything that he had put together
 20 and that basically, I came back to him. I said
 21 that's too much money, you're going to sink the
 22 project.
 23 He says what do you need the number
 24 to be? I said that's not what we agreed to. I
 25 said what we agreed to is that you were going to

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1 JAMES P. CURNYN
 2 put together a detailed project plan and not
 3 just throw a number at me.
 4 So we went through that process and
 5 I would say by and large because of my efforts
 6 and NewEnergy's efforts, that proposal got to
 7 Bell Atlantic.
 8 Q. When NewEnergy and Powerweb signed
 9 their agreement, was there a commitment to
 10 proceed on the Bell Atlantic end?
 11 A. No.
 12 Q. And was there any kind of
 13 commitment from Bell Atlantic?
 14 A. The only commitment we knew of was
 15 that Jim Goodman through Lou Budike said that
 16 this thing in his opinion was a done deal and
 17 that he would support it 100 percent but the
 18 problem was that Jim Goodman didn't really have
 19 the ability or capability or authority to really
 20 bind Bell Atlantic in this deal and that he was
 21 really a secondary player in the TeamEnergy
 22 group and we kept trying to tell Lou that we
 23 really need to work through Jeremy Metz and his
 24 group who at the time was actually evaluating
 25 other technologies as well. They had a system

Page 160

1 JAMES P. CURNYN
 2 A. Yes.
 3 Q. Did you have any other meetings
 4 with Mr. Metz on the Powerweb deal after that
 5 October '99 meeting that you testified to?
 6 A. I don't know.
 7 MS. GOODCHILD: Let's mark this as
 8 Powerweb 10.
 9 (Powerweb Exhibit 10 for
 10 identification, E-mail dated January 9, 2000
 11 from Mr. McGeown to Pweb1@aol.com bearing Bates
 12 numbers PW 00246 through PW 00247.)
 13 A. Okay, what have we got here?
 14 Q. You have been handed a document
 15 that has been marked as Powerweb 10 which is
 16 Bates labeled PW 00246 and 247 and purports to
 17 be an E-mail string?
 18 A. It looks like it's from Dave
 19 McGeown to Powerweb and copying me. No, it was
 20 from Dave McGeown to Powerweb and then I'm
 21 copied on it.
 22 Q. Okay.
 23 A. I'm not sure. This is very
 24 confusing.
 25 Q. I agree with you completely. The

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1 JAMES P. CURNYN
 2 set up with FPL, they were talking to Silicon
 3 Energies. They were talking to a bunch of other
 4 people. So there was kind of a disjoint there
 5 as to what was going on.
 6 Q. Did you ever have a meeting with
 7 Mr. Metz?
 8 A. Yes.
 9 Q. Do you have a recollection of when
 10 that occurred?
 11 A. Several of them. I mean I was the
 12 account representative responsible for that
 13 account so --
 14 Q. Did you have a meeting with
 15 Mr. Metz specifically about the Powerweb deal?
 16 A. We had a joint meeting that I
 17 recall with Dave McGeown, Lou Budike, Jim
 18 Hopkins and Jeremy Metz to present the concept
 19 of load curtailment and to basically talk about
 20 what we were proposing for New Jersey.
 21 Q. And do you recall when that meeting
 22 occurred?
 23 A. I would say it probably had to be
 24 like October or so maybe.
 25 Q. Of '99?

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1 JAMES P. CURNYN
 2 way these print out, it's very hard to figure
 3 out.
 4 A. It looks like that Powerweb's
 5 original E-mail was used as a template and then
 6 there was some sort of response to each one of
 7 the questions.
 8 Q. I agree that that is what it looks
 9 like, that there is the Powerweb portion of this
 10 E-mail has the marks by it and then what I think
 11 is the McGeown portion of the E-mail does not
 12 have those hash marks, but I can't -- since I
 13 didn't write it and you didn't write it, neither
 14 one of us can vouch for that.
 15 But if you can just take a minute
 16 and generally review the E-mail, my question is
 17 whether or not you recall the meetings that are
 18 referenced in the E-mail.
 19 A. Who is JG; is that Jim Goodman?
 20 You want me to comment on what this meeting was?
 21 Q. At the top it says "Good meeting
 22 Friday. It's time to drive the deal home." Do
 23 you have any idea of what that is referring to?
 24 A. It would appear and this is
 25 speculation based upon the information I see

EXHIBIT "F"

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3 - - -
4 CONSTELLATION NEW : CIVIL
5 ENERGY, INC., : ACTION
6 Plaintiff, :
 :
7 V. :
 :
8 POWERWEB TECHNOLOGIES, :
 INC., A-VALEY ENGINEERS, :
9 INC. and LOTHAR E.S. :
 BUDIKE, JR., : NO. 02-CV-2733
 Defendants. : (HB)

10 - - -
 January 30, 2004

11 - - -
12 Oral deposition of LOTHAR
13 BUDIKE, P.E., held in the offices of Wolf
14 Block Schorr and Solis-Cohen LLP, 1650
15 Arch Street, Philadelphia, Pennsylvania
16 19103 commencing at 10:00 a.m., on the
17 above date, before Linda Rossi Rios, a
18 Federally Approved Registered
19 Professional Reporter and Notary Public
20 of the Commonwealth of Pennsylvania.

21 - - -
22 ESQUIRE DEPOSITION SERVICES
 1880 John F. Kennedy Boulevard
23 15th Floor
 Philadelphia, Pennsylvania 19103
24 (215) 988-9191

Page 10

1 Q. Did you ask anybody else to
2 look for documents or did you do it just
3 yourself?

4 A. Just myself.

5 MR. GARCIA: Should we just
6 note for the record that the
7 documents have been Bates stamped
8 A-Valey 1 through A-Valey 54.

9 MR. WHITE: Thank you.
10 BY MR. WHITE:

11 Q. Mr. Budike, what is A-Valey?

12 A. A-Valey Engineers is a
13 company that profiles professional
14 services and also mechanical engineering
15 services and electrical engineering
16 services worldwide. It is a marine --
17 licensed marine engineering services. So
18 we perform work around the world.

19 Q. How long has A-Valey been in
20 existence?

21 A. 1964 through the present.

22 Q. Did you start A-Valey?

23 A. That's correct, yes, sir.

24 Q. Currently, do you have a

Page 12

1 Powerweb.

2 At that time, we then had
3 shares because he wanted to take the
4 company public. So there was a different
5 deal that they made out to him. So that
6 decreased my 45 percent stock and I got
7 then shares instead of the percentile,
8 what I used to have. So in 1996 it
9 changed to 400,000 shares that I was
10 awarded.

11 Q. When you say you were
12 awarded, do you --

13 A. Louie Budike, Sr.

14 Q. You individually own?

15 A. That's correct, yes.

16 Q. Let me finish the question.
17 A-Valey does not own any shares of
18 Powerweb. Is that correct?

19 A. No, sir.

20 Q. So the shares are owned
21 individually by yourself?

22 A. That's correct, sir.

23 Q. Do you understand what
24 percentage of the outstanding stock of

Page 11

1 title or a position at A-Valey?

2 A. I'm the CEO.

3 Q. CEO?

4 A. CEO and president,
5 treasurer.

6 Q. How long have you been CEO
7 and president of A-Valey?

8 A. As long as it's existed.

9 Q. Does A-Valey have any type
10 of relationship or affiliation with
11 Powerweb, Inc.?

12 A. Yes.

13 Q. And what is the
14 relationship?

15 A. Well, I as a -- my son and I
16 started off with CAMTEL, Inc. And then
17 later on we went to Powerweb, Inc. The
18 relationship is, you know, father and son
19 and I am the -- I was, when we started
20 CAMTEL in general service in 1991, I was
21 the secretary, and Louie, Jr. was the
22 president. And then I owned about -- I'm
23 the one that gave him \$25,000 to start
24 off. And in 1996, we then went to

Page 13

1 Powerweb you own?

2 A. Outstanding? I still own
3 400,000 shares. You know, I don't know
4 anything about stocks, so that's why I,
5 you know, I only know the quantity.

6 Q. Do you have an understanding
7 that you own 40 percent of the business
8 or 50 percent?

9 A. Well, you know, if we look
10 in mathematics, then it doesn't hold true
11 for a percentile in Powerweb.

12 Q. Do you have an understanding
13 of the percentage of Powerweb that you
14 own?

15 A. Well, percentage, no, I
16 can't tell you percentage because I don't
17 know what they figured out. I know
18 400,000 shares.

19 Q. Do you know how many shares
20 your son Lou Budike, Jr., owns?

21 A. No, because they redone that
22 when he wanted to go public. And I left
23 that, that was not relevant for me, so I
24 left -- relevant to me it was not. So I

Page 14

1 let things move on.
2 Q. Do you have any idea at all
3 about the approximate percentage of
4 ownership interest you have in Powerweb?
5 A. Percent, no, sir.
6 Q. Do you get any dividends
7 paid on that stock?
8 A. No, sir.
9 Q. Has a dividend ever been
10 paid?
11 A. No, sir.
12 Q. Is there any periodic
13 financial report or report of operations
14 that Powerweb has prepared to explain to
15 its shareholders how the business is
16 performing?
17 A. Well, you know, this is
18 father and son. You know, so we don't --
19 it's not -- no, we don't have that, no.
20 Q. So there's no documentation
21 prepared by Powerweb that describes how
22 its business is performed year to year?
23 A. No, sir.
24 Q. Have you ever seen any tax

Page 15

1 returns for Powerweb?
2 A. No, sir.
3 Q. Do you know what the tax
4 basis is in the stock that you own in
5 Powerweb?
6 A. No, I don't know. The only
7 thing I know is that Powerweb owes me a
8 lot of money. That's all.
9 Q. We'll get to that. Have you
10 made loans to Powerweb?
11 A. That's correct, yes, sir.
12 Q. When did you make loans to
13 Powerweb?
14 A. I made loans when -- the
15 time that he was going to go public
16 because the gentlemen came to see me and
17 they needed some money, so I cashed in
18 some CDs and I handed it over to them.
19 Q. What was the amount of the
20 loans that you paid to Powerweb?
21 A. 150,000. Just a minute.
22 About \$440,000. 450,000 or so.
23 Q. Do you know when these loans
24 were made?

Page 16

1 A. Yes. At the time that he
2 was maneuvering to bring the company, to
3 bring the company on line with -- to sell
4 the shares on the market. So I don't
5 know the date. I know the date, but I
6 can't remember what -- you know, what
7 date it was.
8 Q. I appreciate that you might
9 not be able to remember the exact date.
10 Could you tell me the approximate year
11 this was?
12 A. About --
13 MR. GARCIA: If you can.
14 Don't guess. If you can give him
15 an approximation.
16 THE WITNESS: No, I'd
17 rather -- all I need to do is go
18 back and look at my checks and see
19 when I gave it to him. But I
20 don't want to make a statement
21 that I don't remember.
22 BY MR. WHITE:
23 Q. To the best of your
24 recollection, you can't tell me today the

Page 17

1 approximate year. Is that correct?
2 A. That's correct, yes.
3 Q. Was there any documentation
4 on these loans? Was there a formal note
5 or a loan prepared?
6 A. What there was prepared was,
7 you know, when the CD was in the bank.
8 So I gave the bank one CD, I think it was
9 \$150,000, and they then made me sign some
10 paperwork that Powerweb was going to use
11 that money. On the other hand, when I
12 gave them the other money, there was CDs
13 that I cashed and I said, hey, go ahead
14 with the loans.
15 Q. I guess my question, Mr.
16 Budike, is whether there is an actual
17 formal loan prepared or a formal note
18 prepared?
19 A. No, sir.
20 Q. So to somebody looking at
21 this from the outside, all they would
22 really see was that a certain amount of
23 money was given from you to Powerweb. Is
24 that correct?

Page 18

1 A. That's correct, sir.
2 Q. And the money was given to
3 Powerweb, not directly to your son?
4 A. No, to Powerweb. Everything
5 was Powerweb.
6 MR. WHITE: Mr. Garcia, I'll
7 request at some point, I don't
8 need to see the checks, but if you
9 could try to get me some
10 information about when the dates
11 were on those loans or that
12 payment, I'd appreciate it.
13 MR. GARCIA: We'll see what
14 we can do.
15 MR. WHITE: Thank you very
16 much.
17 BY MR. WHITE:
18 Q. Now, you said this was
19 approximately \$440,000?
20 A. Yes.
21 Q. Has any of that been paid
22 back?
23 A. No, sir.
24 Q. Have you made a demand or a

Page 19

1 request to your son to pay any of this
2 back?
3 A. Oh, yeah, sure. I tell him,
4 you know, I say, hey, let's move on. But
5 then this situation happened. I never
6 expected this thing. I mean, for him not
7 to pay back. Not that he doesn't want to
8 pay back, he can't pay back because you
9 have to understand, we were going as
10 friendly as possible with all the people
11 involved; that this is a good movement.
12 So I never realized that at some time
13 down the road there might be problems. I
14 was waiting until everything was settled
15 before I collect my money back.
16 Q. When you say this thing
17 going on, what thing are you referring
18 to?
19 A. What we are here for about.
20 We're here about -- you know, that's why
21 we're here, the relationship split. One
22 guy tried to con the other guy, whoever
23 it was. So it split. I didn't know that
24 this would have happened.

Page 20

1 Q. When you say one guy tried
2 to con the other guy, what guys are you
3 referring to?
4 A. Well, let me make a
5 statement. The company that was on board
6 with Louie, with Junior, I referred to
7 him as an Englishman. So I don't even
8 know the company that is referenced in
9 the case.
10 Q. Would that be New Energy or
11 AES New Energy? Is that what you're
12 referring to?
13 A. Yes, I think it's -- that's
14 right. Correct, yes.
15 Q. So you said you referred
16 Louie to that company?
17 A. No, no, no, no, no. I
18 didn't say that. I don't even know them
19 guys. When these -- before these guys
20 came on board, things were happening very
21 well because I spent a lot of time
22 bringing it to the point where this
23 company came on board with Louie to
24 proceed to do what they were going to do.

Page 21

1 So there was never a conflict or any
2 opinion that, hey, somebody is going to
3 get hurt in this thing. So that's the
4 reason why I did not pound on the boy to
5 say give me my money, give me my money.
6 Because the money was coming. They had
7 everything in progress to do what they
8 had to do.
9 Q. What is your understanding
10 of what New Energy and Powerweb were
11 going to do together?
12 A. They were -- the idea was
13 this. You know, during the Enron years.
14 The energy on the grid was sold, you
15 know, when there was not enough
16 transmission capacity. So then you could
17 start your generators within the premises
18 at the facility. And that generation
19 that you did not use, you know, you would
20 be paid X dollars for that. To do that,
21 you needed all the computer, scientific
22 equipment in place to do that. And as I
23 understand, he had an agreement with this
24 New Energy, whatever it is, you know, to

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1 year?
2 MR. WHITE: Actually it
3 wasn't.
4 MR. GARCIA: Very impressive
5 that you know that.
6 MR. WHITE: Off the record.
7 - - -
8 (Whereupon, a discussion was
9 held off the record.)
10 - - -
11 BY MR. WHITE:
12 Q. It says at the top, work
13 performed while building occupied after
14 hours, nights, weekends and holidays. So
15 you didn't do any of this work during
16 normal business hours?
17 A. You can't work in the
18 building during business hours.
19 Q. Now, who was this bill sent
20 to?
21 A. To Powerweb.
22 Q. Has Powerweb paid any of it?
23 A. No, sir.
24 Q. Do you have any

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1 of lawsuit against Powerweb?
2 A. No, come on, no.
3 Q. Has he given you any
4 indication as to when he's going to start
5 trying to pay this back?
6 A. As soon as he makes some
7 money.
8 Q. Do you know that New Energy
9 provided \$100,000?
10 A. I sure do, yes.
11 Q. Let me finish the question.
12 Do you know that they provided \$100,000
13 in the early part of 2000 for development
14 and other expenses related to deal with
15 Bell Atlantic?
16 A. I don't know what it was
17 for. I just know he got a check for
18 \$100,000.
19 Q. Did he give any of that
20 money to you for the work that you did
21 here?
22 A. The thing that I don't --
23 quickly came up, did he give me the
24 \$100,000? I don't know, but I can look

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1 understanding with them whether they're
2 going to pay any of it?
3 A. Well, we got to wait until
4 they make some money to pay me.
5 Q. Has he, your son, indicated
6 whether he's going to pay you any bit of
7 this?
8 A. He has no choice. He's got
9 to pay A-Valey.
10 Q. Well, have you tried to go
11 collect any of this?
12 A. Yeah, he don't have the
13 money.
14 Q. Have you tried to collect
15 any of this?
16 A. Collect it from him?
17 Q. Yes.
18 A. Yes.
19 Q. Have you tried to collect
20 it?
21 A. I asked him. He don't have
22 -- he say, hey, dad, whenever I got some
23 money, I'll pay you.
24 Q. You haven't started any kind

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1 up. I can see what -- you know, in the
2 checks.
3 Q. That's what I asked you
4 before, whether you had any knowledge
5 whether any of this invoice that is in
6 New Energy 55 has been paid, any part of
7 it?
8 A. None of that -- no, none of
9 that right there has been paid, no, sir.
10 Q. I want to show you what has
11 been previously marked as New Energy
12 Exhibit 40. Do you see this? Have you
13 seen this document before?
14 A. No, I didn't.
15 Q. Would you agree with me that
16 some of the items that are listed here in
17 the bullet points is the type of data and
18 information that is contained in the work
19 that you did on the 29 facilities for
20 which there is invoices that we've seen
21 in New Energy 55?
22 A. You need -- I don't know
23 what he's done on here. I can't talk for
24 him. So this letter doesn't mean

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1 A. That's for this particular
2 job, yes.
3 Q. Did you keep those records?
4 A. I should have them
5 somewhere, yes.
6 Q. And if I asked your counsel
7 to go find them --
8 A. I'm going to go look.
9 Q. Hold on for a moment. If I
10 ask your counsel to go find the hour
11 sheet, you would know what he's talking
12 about when he asks it to you?
13 A. Yeah, sure.
14 Q. And that would be the sheet
15 that shows what hours --
16 A. The reference --
17 Q. Just a moment. That would
18 be a sheet that would show what hours you
19 and your men spent on looking at these 29
20 buildings?
21 A. Yes.
22 Q. Would it also tell you the
23 dates that you were working on those
24 buildings?

Page 119

1 A. To days? I beg your pardon?
2 Q. Would that tell you the
3 days, the dates?
4 A. The days, correct, yes.
5 Q. And would it tell you how
6 long or how many hours they worked on a
7 given day?
8 A. That's correct. Worked on
9 that job on that given day.
10 Q. Right.
11 MR. WHITE: Let's mark this
12 as New Energy 55, please.
13 - - -
14 (Exhibit New Energy 55 was
15 marked for identification.)
16 - - -
17 BY MR. WHITE:
18 Q. Mr. Budike, I'm handing you
19 what has been marked as New Energy
20 Exhibit 55. Again, these are Bates
21 labeled A-Valey 00008 through 00026.
22 These were among the documents you and
23 your counsel brought to me this morning.
24 Can you take a look through

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1 these documents and tell me what this
2 packet of materials is?
3 A. This is for a purchase order
4 request. This is the work performed
5 while building's unoccupied after hours,
6 nights, weekends and holidays. It is for
7 a Newark Central Office, Newark Market
8 Central Office, Newark Central Office.
9 Newark.
10 Q. You're just telling me what
11 the first page is?
12 A. That's right.
13 Q. Fine, we can take them one
14 page at a time, but I'm going to ask you
15 generally what these documents are for
16 each of these.
17 A. Provided professional
18 services, labor and material for the
19 facility and/or facilities. Emergency
20 on-site generator capacity, condition and
21 all other data gathering as outlined and
22 requested.
23 Q. Is this the purchase order
24 request that relates to work done on the

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1 29 buildings we've been talking about?
2 A. That's correct, sir.
3 Q. And is this, in essence, the
4 bill that you sent to Powerweb for the
5 work that you did?
6 A. That's correct, sir.
7 Q. The first one of these
8 documents has a date 2/19 to March 2000.
9 The last one says 5/19 through 5/20/2000.
10 Do you see that?
11 A. That's 19, 19? Yes.
12 Q. Were all of these invoices
13 prepared on the same day?
14 A. No. On these here?
15 Q. Yes.
16 A. Yes, it came off from the
17 yellow pad, yes, sir.
18 Q. I don't know what the yellow
19 pad is.
20 A. You just asked me to send
21 you copy of my output.
22 Q. The hour sheet?
23 A. That's right. I give it to
24 the secretary and she writes it down.

EXHIBIT "G"

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 67,200.00

NEWARK CENTRAL OFFICE, NEWARK

NEWARK MARKET CENTRAL OFFICE,
NEWARK

NEWARK 1 CENTRAL OFFICE, NEWARK

THREE (3) LOCATIONS

JOB NO. 34065P.O. NO. BACK CHARGE TO Powerweb-
TechnologyDATE 02/19/00 Through 03/04/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS 14 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS 280 @ \$240.00	\$240.00 P/H	\$ 67,200.00
TOTAL		\$ 67,200.00

1 - 19

A-VALEY 00008

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$14,400.00

CORPORATE DATA CENTER, FREEHOLD

JOB NO. 38066
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 03/06/00 Through 03/08/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS ,3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

2 - 19

A-VALEY 00009

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS****TEAMWORK** 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES****WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.****PROJECT COST \$ 14,400.00****CORPORATE TRAINING CENTER,
SOUTH PLAINFIELD****JOB NO. 312067
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 03/10/00 Through 03/12/00**

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		

3 - 19

A-VALEY 00010

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
 3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
 506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 316068
P.O. NO. BACK CHARGE TO Powerweb-
TechnologyCORPORATE DATA CENTER,
MADISONDATE 03/14/00 Through 03/16/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING. AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

4 - 19

A-VALEY 00011

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$14,400.00

JOB NO. 320069P.O. NO. BACK CHARGE TO Powerweb-
TechnologyNEW BRUNSWICK CENTRAL OFFICE
NEW BRUNSWICKDATE 03/18/00 Through 03/20/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 3 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

5 - 19

A-VALEY 00012

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES**WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 324070
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 03/22/00 Through 03/24/00PATERSON CENTRAL OFFICE,
PATERSON

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$14,400.00

6 - 19

A-VALEY 000131137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 328071P.O. NO. BACK CHARGE TO Powerweb-
Technology

TEANECK AMA, TEANECK

DATE 03/26/00 Through 03/28/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

7 - 19

A-VALEY 00014

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES**WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 401072
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 03/30/00 Through 04/01/00

IRVINGTON DSC, IRVINGTON

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

8 - 19

A-VALEY 000151137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES**WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 33,600.00

JOB NO. 409073
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 04/03/00 Through 04/09/00CAMDEN CENTRAL OFFICE, CAMDEN
CAMDEN 11 CENTRAL OFFICE, CAMDEN
ATLANTIC CITY CENTRAL OFFICE,
ATLANTIC CITY

THREE (3) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 7 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 140 @ \$240.00	\$240.00 P/H	\$ 33,600.00
TOTAL		\$ 33,600.00

9 - 19

A-VALEY 00016

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$

JOB NO. 416074
P.O. NO. BACK CHARGE TO Powerweb-
TechnologyEWING ADMINISTRATION, EWING
TRENTON CENTRAL OFFICE, TRENTONDATE 04/12/00 Through 04/16/00

TWO (2) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 5 @ 10 HOURS/DAY/PER HOUR		
TOTAL PROJECT HOURS, 100 @ \$240.00	\$240.00 P/H	\$ 24,000.00
TOTAL		\$ 24,000.00

10 - 19

A-VALEY 00017

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 419075P.O. NO. BACK CHARGE TO Powerweb-
TechnologyDATE 04/18/00 Through 04/19/00ELIZABETH CENTRAL OFFICE,
ELIZABETH

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

11 - 19

A-VALEY 00018

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 421076P.O. NO. BACK CHARGE TO Powerweb-
TechnologyCRANFORD ACCOUNTING,
CRANFORDDATE 04/20/00 Through 04/21/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

12 - 19

A-VALEY 00019

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES**WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 38,400.00

SUPPORT SVC HEADQUARTERS, ORANGE
PASSAIC CENTRAL OFFICE, PASSAIC
EAST ORANGE CENTRAL OFFICE,
EAST ORRANGE
IRVINGTON CENTRAL OFFICE, IRVINGTONJOB NO. 429077
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 04/22/00 Through 04/29/00

FOUR (4) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 8 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 160 @ \$240.00	\$240.00 P/H	\$ 38,400.00
TOTAL		\$ 38,400.00

13 - 19

A-VALEY 00020

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST****For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES**WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 501078P.O. NO. BACK CHARGE TO Powerweb-
TechnologyMORRISTOWN CENTRAL OFFICE,
MORRISTOWNDATE 04/31/00 Through 05/01/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

14 - 19

A-VALEY 000211137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**CCPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 28,800.00

JERSEY CITY TSP, JERSEY CITY
JOURNAL SQUARE CENTRAL OFFICE,
JERSEY CITYJOB NO. 508079
P.O. NO. BACK CHARGE TO Powerweb-
Technology
DATE 05/03/00 Through 05/08/00

BERGEN CENTRAL OFFICE, JERSEY CITY

THREE (3) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 6 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 120 @ \$240.00	\$240.00 P/H	\$ 28,800.00
TOTAL		\$ 28,800.00

15 - 19

A-VALEY 000221137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**

TEAMWORK 
Together We Achieve the Extraordinary

COPY**PURCHASE ORDER REQUEST**

For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 511080P.O. NO. BACK CHARGE TO Powerweb-
Technology

ENGLEWOOD CENTRAL OFFICE,
ENGLEWOOD

DATE 05/10/00 Through 05/11/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

16 - 19

A-VALEY 00023

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$9,600.00

JOB NO. 514081P.O. NO. BACK CHARGE TO Powerweb-
TechnologyASBURY PARK CENTRAL OFFICE,
ASBURY PARKDATE 05/13/00 Through 05/14/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

17 - 19

A-VALEY 00024

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.**MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERS**TEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 517082P.O. NO. BACK CHARGE TO Powerweb-
TechnologyPLAINFIELD CENTRAL OFFICE,
PLAINFIELDDATE 05/16/00 Through 05/17/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

18 - 19

A-VALEY 00025

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

A-VALEY ENGINEERS, INC.MECHANICAL AND ENVIRONMENTAL CONTRACTORS
LICENSED MARINE & INDUSTRIAL ENGINEERSTEAMWORK 
Together We Achieve the Extraordinary**COPY****PURCHASE ORDER REQUEST**For Work Performed : FOR POWERWEB TECHNOLOGY AT
BELL ATLANTIC NJ FACILITIESWORK PERFORMED WHILE BUILDING
UNOCCUPIED, AFTER HOUR, NIGHTS
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 520083P.O. NO. BACK CHARGE TO Powerweb-
TechnologyHACKENSACK CENTRAL OFFICE,
HACKENSACKDATE 05/19/00 Through 05/20/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00